



125 EAST 11TH STREET, AUSTIN, TEXAS 78701-2483 | 512.463.8588 | WWW.TXDOT.GOV

Contract No. 08193244  
Control 152902010  
Project STP 2019(642)  
Highway FM 1607  
County SCURRY

September 25, 2019

TALBRAN ENTERPRISES LLC  
3245 W. MAIN ST, SUITE 235-523  
FRISCO, TX 75034-0000

Construction Division  
512-416-2425/2440/2465

Subject: AUTHORIZATION TO BEGIN WORK

We are forwarding one copy of the fully executed Contract as shown above. You are authorized to begin construction in accordance with the provisions of said contract.

Time for completion of the contract will be computed in accordance with Item 8.

Your proposal check is being returned according to your instructions or your proposal bid bond is released from further liability.

Sincerely,

Michael Smith  
Letting Management Section Director

Enclosure

cc: ABL District

BONDED BY: NATIONWIDE MUTUAL INSURANCE COMPANY  
BOND NO. SNN4011634

OUR VALUES: People • Accountability • Trust • Honesty

OUR MISSION: Through collaboration and leadership, we deliver a safe, reliable, and integrated transportation system that enables the movement of people and goods.

An Equal Opportunity Employer



**CONTRACT NO.** 08193244

**CONTROL** 1529-02-010

**PROJECT** STP 2019(642)

**HIGHWAY** FM 1607

**COUNTY** SCURRY

# **CONTRACT**

**between**

**STATE OF TEXAS**

**and**

**TALBRAN ENTERPRISES LLC**

**for**

**CONSTRUCTION OF 0.535 MILES**

**of**

**FM 1607**

**in**

**SCURRY COUNTY**

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THE STATE OF TEXAS §  
THE COUNTY OF TRAVIS §

CONTRACT NO.	08193244
CONTROL	1529-02-010
PROJECT	STP 2019(642)
HIGHWAY	FM 1607
COUNTY	SCURRY

## CONSTRUCTION CONTRACT

This agreement is made by and between the State of Texas, represented by the Executive Director, Texas Department of Transportation, party of the first part, and **TALBRAN ENTERPRISES LLC**, its executors, administrators, heirs, successors or assigns, the Contractor, party of the second part.

WHEREAS, the State desires to enter into a contract for the highway improvement as shown and described in the plans, specifications and special provisions included or referenced herein or as far as the money available will construct in accordance with the provisions of the State Statutes, and

WHEREAS, the Contractor has been engaged in and now does such work and represents that it is fully equipped, competent and capable of performing the desired and herein outlined work and is ready and willing to perform such work in accordance with the unit prices listed herein and the provisions of the herein included or referenced specifications, special provisions and plans, now

WITNESSETH: That for and in consideration of the unit prices listed herein, a part of this contract, the Contractor agrees to do, at its own proper cost and expense, all the work necessary for the highway improvement as shown and described in the plans and in accordance with the provisions of the referenced specifications and special provisions which are a part of this contract.

The work to be performed under this contract shall be completed in **43 WORKING** days.

And the State in consideration of the full and true performance of said work by the Contractor hereby agrees and binds itself to pay to the Contractor for the quantities of work performed in compliance with this contract at the respective unit prices set forth herein, subject to adjustment as herein provided. The following items of work and respective unit prices are those contained in the original proposal and are a part of this contract. The State limits its obligation hereunder to the funds available.

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PROJECT: STP 2019(642)  
COUNTY : SCURRY

CCSJ BIDDER DATE DIV JOB  
152902010 3 8 19 47 244

ITEM NO.	DESC CODE	SP. NO.	ITEM DESCRIPTION UNIT	APPROX. QUANT.	UNIT BID PRICE	EXTENSION
104	6022		REMOVING CONC (CURB AND GUTTER) LF	68.000	13.000	884.00
104	6036		REMOVING CONC (SIDEWALK OR RAMP) SY	33.000	32.000	1,056.00
105	6035		REMOVING STAB BASE & ASPH PAV (0-2") SY	90.000	10.000	900.00
500	6001		MOBILIZATION LS	1.000	17,000.000	17,000.00
502	6001	007	BARRICADES, SIGNS AND TRAFFIC HANDLING MO	3.000	4,000.000	12,000.00
506	6041	002	BIODEG EROSN CONT LOGS (INSTL) (12") LF	477.000	10.000	4,770.00
506	6043	002	BIODEG EROSN CONT LOGS (REMOVE) LF	477.000	6.000	2,862.00
529	6008		CONC CURB & GUTTER (TY II) LF	100.000	60.000	6,000.00
530	6004		DRIVEWAYS (CONC) SY	90.000	116.000	10,440.00
531	6002		CONC SIDEWALKS (5") SY	1,412.000	75.000	105,900.00
531	6010		CURB RAMPS (TY 7) EA	4.000	2,561.000	10,244.00
531	6013		CURB RAMPS (TY 10) EA	4.000	3,217.000	12,868.00
6185	6002	001	TMA (STATIONARY) DAY	43.000	300.000	12,900.00
TOTAL						197,824.00

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CONTRACT NO. 08193244

COUNTY SCURRY

The Contractor warrants that it has not employed or retained any company or persons, other than a bona fide employee working solely for the contractor, to solicit or secure this contract and that it has not paid or agreed to pay any company or individual any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty, the State shall have the right to annul this contract without liability or, in its discretion, to deduct from the contract price or compensation, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

The contractor agrees that any payments owing under this contract will be applied towards the debt or delinquent taxes owed to the state until the debt or delinquent taxes are paid in full.

It is acknowledged and agreed by the parties hereto that this contract is the full and complete contract for the performance of the work called for and described herein.

IN WITNESS WHEREOF, the parties hereto have set their hands the date herein named.

STATE OF TEXAS  
Party of the First Part

Executed for the Executive Director and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies, or work programs approved and authorized by the Texas Transportation Commission.

By:

  
GINA E. GALLEGOS, P.E., DIRECTOR, CONSTRUCTION DIVISION

Date

9/25/19

CARLOS J. RODRIGUEZ, P.E., DIRECTOR, CONSTRUCTION SECTION

(Typed, Printed or Stamped Name and Title)

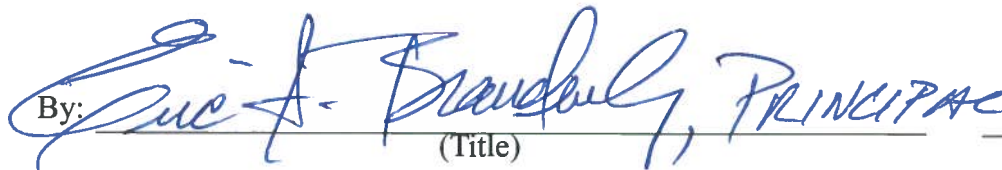
RECOMMENDED FOR EXECUTION:



CONTRACTOR  
Party of the Second Part

TALBRAN ENTERPRISES LLC

By:

  
(Title)

9-9-19  
(Date)

By:

(Title)

(Date)

By:

(Title)

(Date)

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CARLOS J. RODRIGUEZ, P.E., DIRECTOR, CONSTRUCTION SECTION

# PERFORMANCE BOND

CONTRACT NO. 08193244

COUNTY SCURRY

BOND NO.

SNN 4011634

## KNOW ALL PERSONS BY THESE PRESENTS:

That we **TALBRAN ENTERPRISES LLC** as principal, and the other undersigned as surety, are held and firmly bound unto the State of Texas, with a sum not greater than **one hundred ninety-seven thousand eight hundred twenty-four and 00/100 Dollars** ( \$197,824.00), lawful money of the United States, well and truly to be paid to the State of Texas, and we bind ourselves, our heirs, successors, executors, and administrators jointly and severally, firmly by these presents.

Whereas, the above bounden principal has entered into the foregoing contract with the State of Texas attached hereto, and whereas, under the law said principal is required before commencing the work provided for in said contract to execute a bond in the amount of said contract.

Now, therefore, the condition of this obligation is such that if the above bounden principal, his or its heirs, successors, executors, and administrators shall well and faithfully do and perform each and every, all and singular, the work in accordance with the plans, specifications, and contract documents as provided in said contract aforesaid, and shall fully indemnify and save harmless the State of Texas from all costs and damage which the State of Texas may suffer by reason of the **Principal's** default or failure to do so and shall fully reimburse and repay the State of Texas all outlay and expense which the State of Texas may incur in making good any such default, then obligation shall be null and void, otherwise it shall remain in full force and effect.

Provided further, that the said surety(s) for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract, or to the work to be performed thereunder, or the Specifications accompanying the same, shall in anywise affect its obligation on this bond. The surety(s) does hereby waive notice of any such change, extension of time, alteration or addition, to the terms of the Contract or to the work or to the Specifications, unless otherwise specified in the contract.

WITNESS our hand this, 5<sup>th</sup> day of SEPTEMBER, 20 19.

**TALBRAN ENTERPRISES LLC**

  
CONTRACTOR

\*By: PRINCIPAL  
(Title)

\_\_\_\_\_  
CONTRACTOR

\*By: \_\_\_\_\_  
(Title)

NATIONWIDE Mutual Insurance Company  
SURETY (Print Firm Name and Seal)

\*By: S. McGee, Jr.  
ATTORNEY-IN-FACT (Title) SEAN MCCAWLEY, JR.

\_\_\_\_\_  
SURETY (Print Firm Name and Seal)

\*By: \_\_\_\_\_  
(Title)

\_\_\_\_\_  
SURETY (Print Firm Name and Seal)

\*By: \_\_\_\_\_  
(Title)

\*Note: A Power of Attorney, showing that the surety officer or Attorney-In-Fact has authority to sign such obligation, must be impressed with the corporate seal and attached behind the Payment Bond in each contract.

This form has been approved by the ATTORNEY GENERAL OF TEXAS & TEXAS DEPT. OF INSURANCE.

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# PAYMENT BOND

CONTRACT NO. 08193244

COUNTY SCURRY

BOND NO.

SNN 4011634

KNOW ALL PERSONS BY THESE PRESENTS:

That we **TALBRAN ENTERPRISES LLC** as principal, and the other undersigned as surety, are held and firmly bound unto the State of Texas, with an amount no greater than **one hundred ninety-seven thousand eight hundred twenty-four and 00/100 Dollars (\$197,824.00)**, lawful money of the United States, well and truly to be paid to the State of Texas, and we bind ourselves, our heirs, successors, executors, and administrators jointly and severally, firmly by these presents.

Whereas, the above bounden principal has entered into the foregoing contract with the State of Texas attached hereto, and whereas, under the law said **Principal** is required before commencing the work provided for in said contract to execute a bond in the amount of said contract solely for the protection of all claimants, as defined by the Texas Government Code Title 10, Chapter 2253, or successor statutes, in the prosecution of the work provided for in said contract supplying labor and materials as defined by law, in the prosecution of the work provided for in said contract, for the use of each such claimant.

The condition of this obligation is such that if the above bounden principal, his or its heirs, successors, executors, and administrators shall well and faithfully make payment to each and every claimant as defined by law, supplying labor and materials as defined by law, in the prosecution of the work provided for in said contract and any and all duly authorized changes to said contract that may hereafter be made, notice of such changes to the **Surety(s)** being hereby waived, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

WITNESS our hand this, 5th day of SEPTEMBER, 2019.

**TALBRAN ENTERPRISES LLC**

Eric A. Brandy  
CONTRACTOR

\*By: PRINCIPAL  
(Title)

\_\_\_\_\_  
CONTRACTOR

\*By: \_\_\_\_\_  
(Title)

NATIONWIDE MUTUAL Insurance Company  
SURETY (Print Firm Name and Seal)

\*By: S. McClellan, Jr.  
SEAN MCCLELLAN, JR. (Title) ATTORNEY-IN-FACT

\_\_\_\_\_  
SURETY (Print Firm Name and Seal)

\*By: \_\_\_\_\_  
(Title)

\_\_\_\_\_  
SURETY (Print Firm Name and Seal)

\*By: \_\_\_\_\_  
(Title)

\*Note: A Power of Attorney, showing that the surety officer or Attorney-In-Fact has authority to sign such obligation, must be impressed with the corporate seal and attached behind the Payment Bond in each contract.

This form has been approved by the ATTORNEY GENERAL OF TEXAS & TEXAS DEPT. OF INSURANCE.

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## Power of Attorney

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation

hereinafter referred to severally as the "Company" and collectively as "the Companies" does hereby make, constitute and appoint:

Sean McCauley, Jr.,

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf any and all bonds and undertakings, and other obligatory instruments of similar nature, in penalties not exceeding the sum of

**UNLIMITED**

and to bind the Company thereby, as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Company; and all acts of said Attorney pursuant to the authority given are hereby ratified and confirmed.

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 27<sup>th</sup> day of February, 2019.



Antonio C. Albanese, Vice President of Nationwide Mutual Insurance Company




## ACKNOWLEDGMENT

STATE OF NEW YORK, COUNTY OF NEW YORK: ss

On this 27<sup>th</sup> day of February, 2019, before me came the above-named officer for the Company aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Company aforesaid, that the seal affixed hereto is the corporate seal of said Company, and the said corporate seal and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Company.

Suzanne C. Dello  
Notary Public, State of New York  
No. 02DE5126649  
Qualified in Westchester County  
Commission Expires September 16, 2021

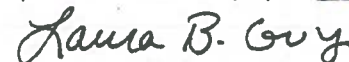
  
Notary Public  
My Commission Expires  
September 16, 2021

## CERTIFICATE

I, Laura B. Guy, Assistant Secretary of the Company, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Antonio C. Albanese was on the date of the execution of the foregoing power of attorney the duly elected officer of the Company, and the corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of said Company this 5<sup>th</sup> day of

SEPTEMBER, 2019



Assistant Secretary

BDJ 1(02-19)00





# Nationwide Mutual Insurance Company

## IMPORTANT NOTICE—TEXAS

To obtain information or make a complaint:

You may contact your agent or you may call Nationwide Mutual Insurance Company's toll-free number for information or to make a complaint at:

**1-888-800-0147**

You may also write to Nationwide Mutual Insurance Company at:

Nationwide Mutual Insurance Company  
7 World Trade Center, 37<sup>th</sup> Floor  
250 Greenwich Street  
New York, NY 10007-0033

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

**1-800-252-3439**

You may write the Texas Department of Insurance at:

Texas Department of Insurance  
P.O. Box 149104  
Austin, Texas 78714-9104  
1-512-490-1007 (Fax)  
Web: <http://www.tdi.texas.gov>  
E-mail: [ConsumerProtection@tdi.texas.gov](mailto:ConsumerProtection@tdi.texas.gov)

### PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim you should contact the agent first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

### ATTACH THIS NOTICE TO YOUR POLICY:

This notice is for information only and does not become a part or condition of the attached document.

## AVISO IMPORTANTE—TEXAS

Para obtener información o para someter una queja:

Usted puede comunicarse con su agente o usted puede llamar al número de teléfono gratuito de Nationwide Mutual Insurance Company para información o para someter una queja al:

**1-888-800-0147**

Usted también puede escribir a Nationwide Mutual Insurance Company:

Nationwide Mutual Insurance Company  
7 World Trade Center, 37<sup>th</sup> Floor  
250 Greenwich Street  
New York, NY 10007-0033

Usted puede comunicarse con el Departamento de Seguros de Texas para obtener información acerca de compañías, coberturas, derechos o quejas al:

**1-800-252-3439**

Usted puede escribir al Departamento de Seguros de Texas:

Texas Department of Insurance  
P.O. Box 149104  
Austin, Texas 78714-9104  
1-512-490-1007 (Fax)  
Web: <http://www.tdi.texas.gov>  
E-mail: [ConsumerProtection@tdi.texas.gov](mailto:ConsumerProtection@tdi.texas.gov)

### DISPUTAS SOBRE PRIMAS O RECLAMOS:

Si tiene una disputa relacionada con su prima de seguro o con una reclamación, usted debe comunicarse con el agente primero. Si la disputa no es resuelta, usted puede comunicarse con el Departamento de Seguros de Texas.

### UNA ESTE AVISO A SU POLIZA:

Este aviso es solo para propósito de información y no se convierte en parte o condición del documento adjunto.



STATE OF TEXAS  
STATE BOARD OF INSURANCE

Certificate N<sup>o</sup> 6404



Company No. 06-59700

CERTIFICATE OF AUTHORITY

THIS IS TO CERTIFY THAT

NATIONWIDE MUTUAL INSURANCE COMPANY

COLUMBUS, OHIO

has complied with the laws of the State of Texas applicable thereto and is hereby authorized to trans-act the business of

Fire; Allied Coverages; Hail, growing crops only; Rain; Inland Marine; Ocean Marine; Aircraft--Liability & Physical Damage; Accident; Health; Workers' Compensation & Employers' Liability; Employers' Liability; Auto--Liability & Physical Damage; Liability other than Automobile; Fidelity & Surety; Glass; Burglary & Theft; Forgery; Boiler & Machinery; Credit; Livestock; and Reinsurance on all lines except Life, Variable Life, Variable Annuities, Title and Mortgage Guaranty

insurance within the State of Texas. This Certificate of Authority shall be in full force and effect until it is revoked, canceled or suspended according to law.



IN TESTIMONY WHEREOF, witness my  
hand and seal of office at Austin, Texas, this  
24th day of August, A. D. 1979.

*E. J. Voorhis*  
COMMISSIONER OF INSURANCE

